

**AGREEMENT**

**BETWEEN**

**TOWN OF MANCHESTER, CONNECTICUT**

**AND**

**THE MANCHESTER LIBRARY UNION,  
LOCAL 991, AFSCME**

**JULY 1, 2011 - JUNE 30, 2014**

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## **ARTICLE I - PREAMBLE**

This Agreement is entered into by and between the Town of Manchester, hereinafter referred to as the Town, and the Manchester Library Union, Local 991 of Connecticut Council 4, AFSCME, AFL-CIO, hereinafter referred to as the Union.

This Agreement is designed to encourage and promote effective and progressive library service in the public interest, maintain and promote a harmonious relationship between the Union and the Town, and provide for an equitable and orderly procedure for the resolution of differences in accordance with the provisions specified herein.

## **ARTICLE II - RECOGNITION CLAUSE**

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and conditions of employment for all Library employees regularly scheduled to work twenty (20) hours or more per week for the Manchester Public Library system except the Library Director, Assistant Library Director, Librarian III, Associate Senior Librarian, Administrative Assistant to the Library Director, Library Pages, seasonal employees and temporary employees.

Seasonal employees are hired during certain months of the year to perform seasonal-related duties for a period not to exceed six (6) months. Temporary employees, as defined by the Town of Manchester's Personnel Rules, may be used to fill a position created by the temporary absence of a regular full-time or regular part-time employee.

## **ARTICLE III - MANAGEMENT RIGHTS CLAUSE**

The Town or its designee, subject to the provisions of the Manchester Town Charter and Connecticut State Statutes, has and will continue to retain, whether exercised or not, all of the rights and authority heretofore had by it, and including but not limited to the following:

Establishing goals and standards and approving aims, policies, and regulations to support those goals; evaluating the success of the programs; to supervise and direct the working forces; to recommend to the Town Board of Directors the nature of work and qualifications for positions and to appoint, promote, demote, allocate, assign and transfer personnel and to determine the standards of selection for employment; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the means, methods, processes, materials, procedures and schedules by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to discipline, suspend or to discharge employees for just cause; to relieve its employees from duty because of lack of work or for other legitimate reasons; to change or eliminate existing methods, equipment or facilities and all other rights possessed by the Town prior to the signing of this Agreement.

The above rights, responsibilities and prerogatives are inherent in the Town or its designee by virtue of statutory and charter provisions. Such rights may not be subject to review except those specifically abridged or modified by this Agreement.

#### **ARTICLE IV - NONDISCRIMINATION**

**Section 1.** Neither the Town nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, handicap, national origin, age, sex or sexual orientation.

#### **ARTICLE V - UNION SECURITY**

**Section 1.** The Town agrees to deduct from the pay of those employees who authorize such deductions from their wages, such membership dues or agency service fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof. The Union shall on a yearly basis notify the Library Director and the Town of Manchester's Director of Administrative Services, in writing, of the current rates of all Union membership dues and agency service fees for the bargaining unit.

The Town further agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization executed by the employee. Such authorization may be revoked by the employee at any time by giving at least two weeks written notice to both the Town and the Union.

**Section 2.** Deductions pursuant to Section 1 shall be made each month and shall be remitted to AFSCME Council 4 not later than the last day of said month. The monthly remittance to the Union will be accompanied by a list of the names of employees from whose wages such deductions have been made and the amount deducted during the period covered by the remittance.

**Section 3.** No payroll deduction of dues shall be made during a payroll period in which earnings are insufficient to cover the amount of the deduction, nor shall such be made from subsequent payrolls to cover the period in question.

**Section 4.** The Union shall indemnify, defend, and save the Town harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Town in complying with the provisions of this Article.

**Section 5.** Any employee who is employed on the date of signing of this 2011-2014 Agreement and any employee hired after such date shall, on the thirtieth (30th) day following the beginning of employment, either become and remain a member of the Union

in good standing or pay to the Union an agency service fee, as a condition of employment. Such agency service fee shall be in an amount set by the Union and shall be subject to applicable laws regarding agency fees.

**Section 6.** The Town shall make available appropriate space for the posting of official Union notices of a nonpolitical, non-inflammatory nature in the Mary Cheney Library and at the Whiton Memorial Library.

**Section 7.** No Union meetings will be permitted on work time.

**Section 8.** The Town shall provide each employee in the bargaining unit a copy of this Agreement within thirty (30) days after the date of the signing of this Agreement. New employees will be provided with a copy of this Agreement upon employment.

## **ARTICLE VI - SENIORITY**

**Section 1.** Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service as a regular employee since the last date of hire with the Library in a position covered by this Agreement.

**Section 2. Termination of Seniority.** Seniority and the employment relationship shall be terminated when an employee:

- a. quits, or
- b. is discharged for just cause, or
- c. is laid off for a period in excess of one (1) year, or
- d. retires or is retired, or
- e. overstay a leave of absence without the consent of the Library Director or his/her designee, or
- f. fails to return to work pursuant to notice of recall, or
- g. exhausts all authorized leave and does not return to work except in the case of extenuating circumstances as determined and approved by the General Manager or his/her designee.

**Section 3.** All new employees shall be considered probationary employees until they complete a probationary period of one hundred and eighty (180) days. The probationary period required represents a total cumulative service time, and days may be adjusted upward so as to properly allow for any authorized leaves of absence or other approved

breaks in service. However, should any such leave of absence or break in service be greater than two (2) months, the Town may require that the entire probationary period be restarted at the time the employee returns to work. A probationary employee shall be allowed to use sick leave provisions contained in this Agreement during the probationary period.

Probationary employees may be paid for holidays if they meet the conditions stated in the Holiday section of this Agreement. Probationary employees may be discharged without benefit of the grievance procedure. There shall be no seniority among probationary employees.

Upon successful completion of the probationary period, the date for computing annual leave due shall be retroactive to the date of employment, less any adjustments, and the employee shall gain the right to Union representation and shall acquire seniority which shall be retroactive to his/her date of hire with the Library in a position covered by this Agreement. The Library Director or his/her designee, upon written request of the employee, may grant a probationary employee an oral evaluation after ninety (90) days of service. The employee shall be required to sign a document indicating the date that the evaluation was conducted. The Library Director may extend an employee's probationary period up to an additional sixty (60) days if the employee is informed at least ten (10) working days prior to the end of his/her regular probationary period.

All employees promoted shall be considered probationary employees and shall serve a probationary period of ninety (90) days. The Library Director may extend a promoted employee's probationary period up to an additional thirty (30) days if the employee is informed at least ten (10) working days prior to the end of his/her regular probationary period. Should the Library Director determine that a promoted employee has not successfully completed his/her probationary period, the employee shall be returned to the salary and position he or she occupied prior to the promotion. The Library Director's decision shall be subject to Steps One through Three of the grievance procedure contained in Article XVII. Employees promoted shall be subject to all provisions of this Agreement, except as modified herein, while serving his/her probationary period.

**Section 4. Layoffs and Recall.** The General Manager or his/her designee may lay off an employee whenever it is necessary by reason of shortage of work or funds, the abolition of the position, essential changes in the duties of a service area of the Library or for other related reasons which are outside the employer's control and when it is impossible or impractical to meet the situation by transferring the employee. If it is determined that layoffs are necessary, employees will be laid off in the following order after a two (2) week notice has been given, except that in the case of unforeseen emergency, the two (2) week notice may be waived:

- a. Temporary employees, seasonal employees and non-bargaining unit part-time employees.
- b. Probationary employees.

- c. In the event of further reductions in force, employees will be laid off from the affected classification in accordance with seniority and ability to perform the remaining work available without further training. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

**Section 5.** The Town shall maintain and shall furnish the Union on or before December 1 of each year, a list of employees of the Library showing dates of employment with the Library. Upon completion of the probationary period, new employees shall be added to this list.

## **ARTICLE VII - NO STRIKE AND NO LOCKOUT**

**Section 1.** During the life of this Agreement, neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike (including sympathy strike), slowdown, concerted stoppage of work or any other intentional disruption of the operations of the Library, regardless of the reason for so doing.

**Section 2.** There will be no lockout during the term of this Agreement. The Library will not initiate a lockout over a dispute with the Union so long as there is no breach of Section 1 of this Article.

## **ARTICLE VIII - LABOR AND MANAGEMENT MEETINGS**

**Section 1.** Representatives of the Union, not to exceed two (2) in number, the Union President, the Library Director and/or the Assistant Library Director may meet in the months of March and September at mutually agreed upon times for up to one and one-half (1 ½) hours to discuss matters of mutual concern relating to the interpretation, application, or administration of this Agreement, existing work rules, issues of safety and health or training procedures. Requests for meetings must be made in writing by the Union at least thirty (30) days prior to the meeting date. Meetings shall be scheduled during working time. More frequent meetings may be held upon mutual agreement.



## **ARTICLE IX - HOURS OF WORK**

**Section 1.** Except as provided elsewhere in this Agreement, the normal workweek shall consist of thirty-seven and one-half (37½) hours per week divided over five (5), seven and one-half (7½) hour days, Monday through Saturday. During the months of July and August, employees shall not be required to work a total of more than three (3) Saturdays. The Library Director when preparing the Master Schedule, as more fully described in Section 5 of this Article, shall first seek qualified Library employees within the various service areas of the Library who volunteer to work the required Saturdays during July and August. If more than the required number of qualified employees volunteer for a certain Saturday, assignments shall be made by the Library Director. If the Library Director determines that there are not a sufficient number of qualified Library employees volunteering for said assignments, then he/she shall assign the necessary Library employees to work the required hours. The Library shall be closed the Saturday before Labor Day and the Saturday before Memorial Day, and during those weeks all employees shall work a Monday through Friday schedule. On Lincoln's Birthday, the Library shall remain open and employees shall have a day off with pay to be scheduled off with the approval of the Library Director or his/her designee and to be taken not more than 180 days following the holiday worked.

Notwithstanding any other provisions of this Agreement, the General Manager, or his/her designee, may change the hours and days of the week of vacant bargaining unit positions, which are to be filled through an open competitive recruitment process to allow for Saturdays, and/or Sundays, and/or evening hours to be part of the normal workweek. Said adjusted schedule shall be considered the normal schedule for the position, except that the General Manager or his/her designee may, at his/her discretion, reinstate the work schedule for the position as specified in Section 1 of this Article.

**Section 2.** Under normal circumstances, each employee may be required to work up to two (2) nights per workweek, every other year, except otherwise provided herein. Under normal circumstances, an employee will be required to work alternating Saturdays, except as otherwise provided herein.

**Section 3.** Excluding unpaid lunch or dinner breaks, or emergencies, or a mutual agreement between the Library Director and an employee, or provisions stated at the time of hiring, a seven and one-half (7½) hour workday shall be consecutively scheduled.

**Section 4.** Monday through Friday the workday shall not begin before 8:00 a.m. or extend beyond 9:00 p.m. for any member of the bargaining unit. On a Saturday, the workday shall not begin before 8:30 a.m. or extend beyond 6:00 p.m. for any member of the bargaining unit unless changes are made with the consent of the employee and employer. Effective September 3, 2012 the parties agree to conduct a pilot program as outlined in the attached Side Letter.

**Section 5.** Annually, the Library Director or his/her designee shall have prepared and posted in an appropriate place, a schedule of full-time and part-time employees' hours for the period commencing the first work day after Labor Day through the last work day before Labor Day of the following year. The schedule shall be posted eight (8) weeks in advance of the time it is to be in effect (July 1), but not later than July 1.

- a. Changes in the annual schedule shall be posted at least six (6) weeks in advance of the time they are to be in effect and after consultation with those employees involved.
- b. In an emergency, or under extenuating circumstances or peak vacation periods, changes can be made without notice defined in the section above, but with consultation of the employee involved.
- c. The Library Director, to the extent which he/she determines that it is feasible and practicable, shall take into consideration input from employees in establishing the Master Schedule. Employees who desire input into said schedule shall provide the Library Director or his/her designee with information on their scheduling concerns at least four (4) weeks prior to the date, which the schedule is required to be posted.

**Section 6.** Time and one-half (1½) shall be paid for all work performed in excess of seven and one-half (7½) hours in any one day when such time is required to be worked by the Library, except as otherwise stated herein. The provisions of this Section shall not apply if there is an agreement between the Library Director and employee to change working hours, or if the employee is assigned to work Sunday hours, which may necessitate the employee working more than seven and one-half (7½) hours in any given day.

**Section 7.** Overtime assignments as determined by the Library Director shall be filled as follows:

- a. Except as provided herein, the Library will continue to make reasonable efforts to make overtime opportunities available on a nonpreferential basis to employees qualified to perform the work within the Library, taking into consideration the diverse nature of assignments within the various service areas of the Library and the need at times to have continuity in assignments in order to best serve the public.
- b. Bargaining unit employees shall be given preference on all overtime assignments. The parties agree to language as outlined in the attached Side Letter.
- c. Normally the employee with the least number of overtime hours within the required classification is given first opportunity to work the overtime assignments, provided that the employee is capable of performing the

required duties without any additional training. Based on the nature of the assignment or due to unforeseen emergencies, it may be necessary to utilize employees for overtime assignments who are not lowest on the overtime list; however, the Library will make every effort to minimize such occurrences. Any inadvertent mistakes in assigning personnel for overtime assignments shall be rectified by the Library in next available overtime opportunities. The parties agree to language as outlined in the attached Side Letter.

- d. Employees who do not avail themselves of the opportunities to work overtime shall, for the purposes of keeping track of overtime hours, be credited with the scheduled overtime as though they had worked. Employees on full day annual leave shall be eligible for overtime assignments provided they have notified the Library Director or his/her designee in writing prior to the leave that they desire to be considered for overtime assignments. Should the Library be unable to fill its overtime slots on a voluntary basis, then the overtime assignments shall be filled by non-bargaining unit personnel.

**Section 8.** Notwithstanding any other provision of this Agreement, the Library Director or his/her designee may at their discretion open the Library on Sundays during the months of October 1 to April 30. The hours of operation may be between 12:00 p.m. and 5:00 p.m. at the discretion of the Library Director or his/her designee. In order to properly staff for Sunday openings, it may be necessary to have a rotating bargaining unit position employed on Sundays. This position, if employed, shall be eligible to receive time and one-half (1½) pay for all work performed on Sundays, provided the person's regularly scheduled hours do not include Sundays. The Library Director will provide the Union with a master schedule for Sunday work by June 1 of each year, and it shall be the responsibility of the Union to notify the Library Director no later than August 1 of each year as to which bargaining unit members shall be assigned to work the designated Sunday on a rotating basis. Subsequent to the preparation of the list, employees may swap Sundays, provided they notify the Library Director no later than the Wednesday prior to the day of the swap. Employees regularly scheduled to work on Sundays who are unable to report to work must notify the Library Director, or his/her designee, no later than 10:00 a.m. on the day assigned. Other bargaining unit employees assigned to work on Sunday, who are unable to work, must call the Library within fifteen minutes after the Sunday opening. The person regularly scheduled to work on Sunday shall either fill the position by use of another bargaining unit member, utilize part-time employees or leave the position unfilled. The Library Director or his/her designee, when open on Sundays, shall schedule the use of the second rotating bargaining unit position. Prior to the commencement of each annual first Sunday opening, the Library Director or his/her designee may, at their discretion, eliminate the second rotating bargaining unit position. Said rotating position, if eliminated, shall not be reinstituted until at least the following annual first Sunday. The Union shall be notified of the Library Director's or his/her designee's determination regarding the rotating position prior to August 1 of each year. Nothing herein shall restrict the Library Director or his/her designee from at any time adjusting the schedule of future vacant positions, as mentioned above, to

eliminate the need for the rotating bargaining unit position on Sundays or from using bargaining unit members on a non-mandatory overtime basis for work on Sundays.

In addition to the use of bargaining unit positions to staff the Library on Sundays, as mentioned herein, the Library may employ on Sundays, without limitation, part-time employees as they deem necessary to perform bargaining unit work.

## **ARTICLE X - HOLIDAYS**

**Section 1.** The following are paid holidays for eligible employees:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Martin Luther King Day	Veterans' Day
Washington's Birthday	Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	

Holidays listed above shall be celebrated on the same day as the State of Connecticut, unless the actual holiday falls on a Saturday and the Library is regularly scheduled to be open, in which case the Saturday will be celebrated as the holiday and the Library will be closed for that day.

The Library shall be closed the Saturday before Labor Day and the Saturday before Memorial Day, and during those weeks all employees shall work a Monday through Friday schedule. On the President's Day holiday listed as Lincoln's Birthday above, the Library shall remain open and employees shall have a day off with pay to be scheduled off with the approval of the Library Director or his/her designee and to be taken within one hundred eighty (180) days following the holiday worked.

On Thanksgiving Eve day and New Year's Eve day, all employees will be assigned their regular number of hours scheduled for that day to be completed no later than 5:00 p.m.

**Section 2.** If a holiday falls on a full-time employee's scheduled day off, the employee shall receive a day off to be taken at a time mutually agreed upon with the employee and the Library Director or his/her designee. If a part-time employee has a holiday fall on his/her regularly scheduled day off, he shall receive prorated holiday time to be taken at a time mutually agreed upon by the Library Director and employee. If a part-time employee is scheduled to work on the day of a holiday, the employee shall get paid for hours scheduled.

Any days granted pursuant to this Section shall be taken within one hundred eighty (180) days of the holiday for which the day was received. There shall be no payout of unused, accumulated holiday time upon termination, including retirement, unless a request to use the day(s) was made to the Library Director and said request was denied.

**Section 3.** Whenever any of these holidays shall occur while an employee is out on paid sick leave, the holiday will not be charged to his/her accrued sick time.

**Section 4.** Whenever any of these holidays shall occur during the paid annual leave of an employee, the employee shall be charged with the holiday and the time will not be charged as an annual leave day.

**Section 5.** Whenever an employee is assigned to work on a holiday listed in Section 1 above, the employee shall be paid double time for all hours worked.

**Section 6.** Under no circumstances shall the swapping of one holiday for another be allowed.

## **ARTICLE XI - ANNUAL LEAVE**

**Section 1.** Effective January 1, 2002, vacation leave as allowed for in Section 1.0 of the contract in effect through June 30, 2000, and special leave as allowed for in Article XIII, Section 1.b, c, f, h, and I, were consolidated into a singular annual leave provision. An exception to this consolidation was that employees hired prior to January 1, 2002 are eligible twice in their tenure with the Library to use the former funeral leave section as it applies to immediate family without having such time assessed against their annual leave for that year.

The Library Director or his/her designee shall annually, on or before March 1, arrange a schedule for annual leave within the Library which covers annual leave requests submitted to the Library Director not later than February 1. Whenever there is a conflict in requested annual leave days, preference shall be given to employees according to seniority, the needs of the Library, and the activities scheduled for the time period involved, provided that the request has been submitted in accordance with the time frame contained herein.

For leave that is not requested by February 1 and included in the March 1 schedule, each employee who has given the Library Director or his/her designee at least twenty-four (24) hours' advance written notice, shall be eligible to request use of annual leave. Approval to utilize annual leave shall not be unreasonably withheld, provided appropriate leave forms have been submitted in accordance with this Section.

Employees hired prior to July 1, 2001 shall receive on January 1 of each year: fifteen (15) days of annual leave up to the fifth (5th) year of employment; twenty (20) days between the sixth (6th) and tenth (10th) years; twenty-five (25) days between the eleventh (11th) and twentieth (20th) year; and thirty (30) days thereafter.

Employees appointed on or after July 1, 2001 shall receive on January 1 of each year: thirteen (13) days of leave annually up to and including the fifth (5th) year of employment;

fifteen (15) days annually between the sixth (6th) year of employment and up to and including the tenth (10th) year of employment; twenty (20) days annually between the eleventh (11th) year of employment and up to and including the twentieth (20th) year of employment; and twenty-five (25) days annually thereafter; or a prorated amount if appointed during the course of any given calendar year.

**Section 2.** By November 1 of each year, employees during said month may request in writing of the Library Director to carry forward up to ten (10) days of annual leave from one year to the next. The Library Director shall forward his/her recommendations along with the request to the General Manager or his/her designee for final approval. Employees are encouraged to minimize the amount of carryover, and annual leave may only be carried over from one year to the next when authorized in writing by the General Manager or his/her designee. The amount of annual leave carried forward in any year shall at no time exceed a total of ten (10) days. Employees hired prior to July 1, 2001, who have not exhausted vacation leave which they had accrued as of December 31, 2001, shall have said time placed in a bank to be used in a similar manner as annual leave until said time is exhausted. The banked vacation time shall not be paid to the employee upon separation from the Town.

**Section 3.** The standard annual leave shall run from January 1 to December 31, with an employee's annual leave time computed on the basis of his/her anniversary of employment and adjusted the following calendar year.

**Section 4.** An employee hired prior to July 1, 2004, unless terminated consistent with the terms of this Agreement, shall be entitled to full pay for any annual leave due him/her, on a prorated basis for that year, upon separation from employment, as long as at least two (2) weeks' written notice is given by the employee to the Library Director. However, due to extenuating circumstances, the two (2) weeks may be waived upon approval of the Library Director. In the event of such employee's death, such payment shall be made to his/her dependent survivor of record or his/her estate if there is no dependent survivor.

An employee hired on or after July 1, 2004 shall not be eligible for any payout of annual leave time.

**Section 5.** Employees may be required to work in a higher classification than their own during annual leave of another employee without receiving additional compensation.

## **ARTICLE XII - SICK LEAVE**

**Section 1.** Accumulated sick leave is a benefit to the employee and shall only be utilized in the event of a serious or disabling injury or illness. The Town provides no long-term disability insurance for its employees beyond the provisions of the Workers' Compensation Act. It is therefore crucial that employees conserve as much of their sick leave accrual as possible in order to ensure against future need.

The Library Director or his/her designee reserves the right to discipline employees whose utilization of sick leave is not in accordance with the terms of this Agreement. Evidence of misuse of sick leave includes, but is not limited to: patterns of sick leave use at the beginning or end of the workweek; use of sick days immediately preceding or following holidays; and use of sick days in conjunction with annual leave or other approved leaves of absence. Employees are required to utilize sick leave in accordance with the provisions contained herein for a serious or disabling personal illness or injury, except use of said leave is not allowed where the injury or illness is sustained in the employment of another employer or which is traceable to such employment. An employee must notify the Library Director or his/her designee when utilizing sick leave no later than twenty (20) minutes before 9:00 a.m. when scheduled to be on duty at 8:30 a.m. or 9:00 a.m. Employees scheduled to be on duty at other times must notify the Library Director or his/her designee one (1) hour prior to the time the employee is scheduled to be on duty.

A regular employee hired prior to July 1, 1996 shall accrue sick leave with pay of one and one-quarter (1¼) days for each full month of employment with no limit to the amount of unused sick leave that can be accumulated except as otherwise provided herein. A regular employee hired on or after July 1, 1996 shall accrue sick leave with pay of to one (1) day for each full month of employment.

To verify proper use of sick leave, employees shall be required to provide the Library Director or his/her designee with an acceptable medical certificate on a prescribed form and signed by a licensed physician or other practitioner whose method of healing is recognized by the State of Connecticut to support a request for sick leave during annual leave; for any duration of absence from duty recurring frequently or habitually, provided that the employee has been previously notified in writing that such a certificate may be required; to support a request for sick leave on a day which the employee had previously requested to use annual leave and the request had been denied; for any sick leave period of absence in excess of five (5) consecutive workdays; and for any sick leave which exceeds a total of five (5) days per calendar year at the Library Director's or his/her designee's sole discretion. The requirement for a doctor's note shall be reviewed after twelve (12) months from the date the requirement commenced. The Library Director or designated representative may make provisions for a physician other than the employee's family doctor to make a further examination.

## **Section 2. Payment of Sick Leave Upon Retirement.**

- A. An employee hired prior to July 1, 1996, upon retirement as defined by the Town of Manchester Supplemental Pension Plan, shall receive on the basis of his/her current wages, full compensation for any of his/her unused, accumulated sick leave up to one hundred five (105) days.
- B. An employee hired on or after July 1, 1996 and prior to July 1, 2000, who retires from the Town as defined by the Town of Manchester Supplemental

Pension Plan, shall receive on the basis of an average of his/her base rate of pay for the last three (3) years, full compensation for any of his/her unused, accumulated sick leave up to eighty (80) days.

- C. An employee hired on or after July 1, 2000 and prior to July 1, 2004, who retires from the Library service in accordance with the provisions of the Town's Pension Plan, shall be eligible to receive on the basis of an average of his/her base pay for the last three (3) years compensation for any of their unused, accumulated sick leave up to sixty (60) days, provided the employee has given a two (2) week written notice to the Library Director.
- D. An employee hired on or after July 1, 2004 shall not receive any payout for sick leave upon retirement.

**Section 3. Payment of Sick Leave Upon Death of the Employee.**

- A. For employees hired prior to July 1, 1996, in the event of an employee's death, his/her spouse and/or minor children, shall receive, on the basis of the employee's current wages, full compensation for any of the employee's unused, accumulated sick leave. If the employee has neither a spouse nor minor children, the compensation for the unused sick leave shall be given to the estate of the deceased employee, provided the "estate" is a member of the immediate family.
- B. For an employee hired on or after July 1, 1996 and prior to July 1, 2004, in the event of an employee's death, his/her spouse and/or children shall receive, on the basis of an average of his/her pay for up to the employee's last three (3) years, depending on actual length of service, full compensation for any of the employee's unused, accumulated sick leave. If the employee has neither a spouse nor children, the payment shall be made to the estate of the deceased employee, provided the heirs of the "estate" are members of the immediate family.
- C. There shall be no payout of sick leave upon death for an employee hired on or after July 1, 2004.

**Section 4. Payment of Sick Leave Upon Termination.**

- A. An employee hired prior to July 1, 1996 whose services to the Library are terminated, shall receive, on the basis of his/her current wages, full compensation for any of his/her unused, accumulated sick leave up to forty-five (45) days, provided the employee has given a two (2) week written notice to the Library Director. Due to extenuating circumstances, the two (2) weeks may be waived upon approval of the Library Director. There shall



be no payout for unused, accumulated sick leave for any employee who is discharged for just cause.

- B. An employee hired on or after July 1, 1996 and prior to July 1, 2000 whose services to the Library are terminated, shall receive on the basis of an average of their base pay for the last three (3) years full compensation for any of their unused, accumulated sick leave up to forty-five (45) days, provided the employee has given a two (2) week written notice to the Library Director or his/her designee. Due to extenuating circumstances, the two (2) weeks may be waived upon approval of the Library Director. There shall be no payout for unused, accumulated sick leave for any employee who is discharged for just cause.
- C. For employees hired on or after July 1, 2000 and prior to July 1, 2004, there shall be no payout for unused, accumulated sick leave for any employee who is discharged or who resigns with less than ten (10) years of Library service. Employees who resign with ten (10) or more years of Library service shall be eligible to receive on the basis of an average of their base pay for the last three (3) years compensation for any of their unused, accumulated sick leave up to thirty (30) days, provided the employee has given a two (2) week written notice to the Library Director. Due to extenuating circumstances, the two (2) weeks may be waived upon approval of the Library Director. There shall be no payout for unused, accumulated sick leave for any employee who is discharged for just cause.
- D. There shall be no payout of sick leave under any circumstance for employees hired on or after July 1, 2004.

**Section 5.** Any payouts for sick leave due under Article 12, Sections 2, 3 and 4 will be made in three equal installments over a period of three fiscal years (year of retirement and subsequent two years) if the gross amount exceeds ten thousand dollars (\$10,000). Payouts of less than ten thousand dollars (\$10,000) will be made at time of retirement or separation.

**Section 6.** The General Manager or his/her designee in his/her sole discretion may grant additional consecutive sick leave with pay in exceptional cases. This shall not exceed eight (8) days for each year of consecutive employment with the Manchester Public Library. Requests for such additional sick leave shall be in writing and must be signed by the employee. The request must be submitted to the Library Director, who shall transmit the request to the General Manager or his/her designee for final approval. Additional sick leave with pay, if granted by the General Manager or his/her designee, shall be deducted from future accumulated sick leave at the rate of eight (8) days per year. A request for leave under this Section can only be made after all other leave provisions are exhausted. Employees granted days off under this Section who have not reimbursed the Library for said days, shall have the outstanding balance deducted from any future requests for additional sick leave or from any payout of vacation/annual leave or sick leave due at the

time of termination, resignation or retirement. Employees who are not eligible for payout of annual leave and/or sick leave shall have the value of the unreimbursed days deducted from their final pay and/or payments shall be made by the employee directly to the Town on a mutually agreed schedule.

**Section 7.** Sick leave shall not be granted for recuperating from illness or injury which is sustained in the employment of another employer or which is traceable to such employment.

**Section 8.** A regular full-time employee who has used all available sick and vacation/annual leave as well as extended sick leave if granted in accordance with Section 6 of this Article, shall be eligible for medical leave without pay. This leave shall be granted for a maximum of twelve (12) weeks, during which time the Library shall continue to pay for the employee's medical and life insurance in the same amount that the employee was receiving prior to said leave. An employee on medical leave without pay shall not be eligible for any other benefits contained within this Agreement.

Should the employee not be able to return within the time limits of the medical leave without pay, the employee may apply to the General Manager or his/her designee for an extension of medical leave without pay. The General Manager or his/her designee has the sole discretion in acting on the request for the extension, and their decision is not subject to the grievance procedure. If the extension is not granted, the employee's employment with the Library shall be considered terminated. If the extension is granted, the time of extension shall be determined by the General Manager or his/her designee.

An employee shall normally be eligible to receive medical leave without pay once during his/her employment with the Library in accordance with the provisions stated above. In exceptional cases, a regular full-time employee who suffers an illness or accident which necessitates a request for a second medical leave without pay, may request such leave from the General Manager and the General Manager shall have the sole discretion to grant such leave. The General Manager's decision shall not be subject to the grievance procedure. If the medical leave without pay is not granted, the employee's employment with the Library shall be considered terminated. Should the General Manager grant the request for said leave, the General Manager shall designate the length of leave and if the employee does not return to work after said leave, his/her employment with the Library shall be considered terminated.

An employee on either an extension of medical leave without pay or a second medical leave without pay will, upon the granting of the leave, be required to submit in a manner and time designated by the Finance Director payment for the cost of medical and insurance benefits. The Finance Director shall have the authority to stop medical and insurance benefits if the payments are not made in the manner or time specified. An employee on the above-mentioned medical leave without pay shall not be eligible for other benefits contained within the bargaining agreement and the Library Director or his/her designee shall have the right to hire a replacement for the employee immediately upon the granting of the leave. An employee returning from either an extension of medical leave without pay or a second

medical leave without pay shall be permitted to return to the position he/she occupied when he/she began his/her leave except if there are health restrictions that do not allow this or if the Library has hired a replacement. In the event the position is filled, he/she shall be placed on a preferential hiring list for a period of two (2) years. Employees granted leave under this Section shall not have their seniority terminated; however, the employee's seniority shall be reduced by the length of the leave.

The General Manager or his/her designee may require an employee to undergo a physical examination before or during any of the period of leave provided for above. An employee returning from any of the leaves provided for above will be required to provide the Library Director or his/her designee with a medical certificate indicating he/she is able to return to work. The General Manager or his/her designee has the right to examine the results of any physical examination taken for the purposes of this section.

### **ARTICLE XIII - LEAVE PROVISIONS**

**Section 1.** Each employee shall be granted special leave with full pay for the following reasons:

- A. Workers' Compensation. An employee who is unable to report for regular work due to injuries or other disability sustained in the performance of his/her work shall receive the difference between his/her regular weekly pay and the allowance for Workers' Compensation. The Town's liability for Supplemental Workers' Compensation payments shall cease at the end of one (1) year or at the end of disability, whichever comes first.
- B. Jury Duty. Because of a demand which is made for the employee by another governmental agency as a result of employment by the Library or as a result of Jury Duty. At the conclusion of the Jury Duty period, the employee must bring to the Payroll Department of the Town the "verification of attendance" slips issued by the Court. If the verification slips are not provided, then leave shall be charged to leave without pay or if selected by the employee, annual leave time. In addition, the employee shall provide the Payroll Department with a copy of the expense check received from the Court and said amount received shall be deducted from the employee's next paycheck. If the expense check is not brought to the Payroll Department within three (3) months from the last day of Jury Duty, the employee's leave shall be charged to leave without pay; or if selected by the employee, annual leave time. The Town is not responsible for incidental expenses associated with this leave, such as parking or meals.
- C. Professional Development Leave. A regular full-time employee may be granted a leave of absence with pay to attend professional conferences which the Library Director determines will contribute to or increase the employee's

knowledge in regard to the betterment of the public service. Such approval will be granted only where budgetary provision has been made or if the employee has agreed to pay the cost. An employee's normal hours of work may be adjusted to accommodate conference/association meeting schedules. Such leave of absence with pay shall not be deducted from the employee's accumulated annual leave or sick leave.

- D. Medical Appointments. Regular full-time and regular part-time employees will be granted leave of absence with pay not to be deducted from their accumulated sick leave of up to two (2) hours no more than three (3) times per year for medical, dental or eye examinations for which arrangements cannot be made outside of working hours. Any medical, dental or eye examinations or treatment in excess of two (2) hours shall be charged to sick leave. Approval must be received from the Library Director at least twenty-four (24) hours in advance of the requested leave except in the case of emergency.
- E. Union Leave. Union officials, not to exceed two (2) in number, shall be allowed, upon reasonable notice to the Library Director, an aggregate of seventy (70) hours per calendar year to attend Union conventions and conferences.
- F. Donation to Blood Banks. Regular full-time and regular part-time employees shall be allowed paid time off on one occasion per fiscal year, not to exceed two (2) hours, to donate blood in area bloodmobile drives, subject to approval by the Library Director or his/her designee. Any time off in addition to that provided herein for attending blood banks, approved by the Library Director or his/her designee, not to exceed two (2) hours, shall be charged against the employee's sick leave.
- G. Negotiations Leave. Union officials not to exceed two (2) in number, excluding the bargaining unit president shall be granted time off with pay for the purposes of attending contract negotiations, provided they are scheduled to work on that day.

**Section 2. Military Leave**. There shall be no limit on military leaves provided that the employee reports back for work within ninety (90) days after discharge from the service in the case of active duty, and within one (1) working day in the case of reserve duty.

**Section 3. Maternity Leave**. Employees who are expectant mothers shall report to the Town Health Director before the seventh (7th) month of pregnancy. The Health Director or the Town's designated medical physician, in cooperation with the personal physician of the expectant mother, shall determine the proper time for the employee to stop work. Should the employee desire to leave work earlier than the date determined by the Health Director and the employee's physician, then the individual shall be required to request

vacation leave or leave without pay. At the time the employee meets with the Health Director, she must provide a certificate from her physician stating that she is under care and able to perform her work duties. Employees in good standing who comply with the provisions of this Section, may resign or take maternity leave as provided below:

An employee who wishes to return to her same position must so notify the Library Director in writing, prior to the last scheduled workday. An employee on maternity leave of absence is eligible to use paid sick leave in accordance with the sick leave provisions of this Agreement for that period of time, not to exceed ninety (90) days, that the individual's doctor certifies that the employee is medically incapable of performing the duties of the position. When any unused, accumulated sick leave is exhausted and the employee is still medically unable to return to work, the employee will be carried on leave of absence without pay for the balance of the maternity leave period. Such employee shall have up to ninety (90) days from the birth of the child to return to work. Before the expiration of the leave, application may be made to the Library Director for extension of said leave.

Extension shall normally only be granted as a result of medical complications of the birth. Such extension is in the sole discretion of the Library Director. If the application for extension is denied or if the employee decides not to return after the ninety-day period, the employee may request to the Library Director that they be placed on a reemployment list for a period not to exceed two (2) years. During the two-year period of time, should a vacancy occur in the service area where the employee last worked and should the vacancy be in a position which the employee previously occupied and should the employee be qualified to perform the work as required without further training, then the employee shall be offered the position; however, the employee shall not have preference over employees laid off in accordance with Article VI, Section 4 of this Agreement.

Should the employee, after electing to be placed on the reemployment list, decide to withdraw all money due her from the Town's Pension Plan, then the individual shall be considered as a new employee if and when she is reemployed. This shall include receiving the starting salary for the position as well as receiving no credit in terms of seniority for previous time worked. Any unused, accumulated sick time paid out shall be deducted from any future available unused, accumulated sick time eligible to the employee upon retirement or termination. Employees who are not eligible for payout of annual leave and/or sick leave shall have the value of the unreimbursed days deducted from their final pay and/or payments shall be made by the employee directly to the Town on a mutually agreed schedule.

Should the employee not withdraw the money in the Town Pension Fund due her and subsequently be reemployed under the provisions of this Section, then she shall receive credit for the years of service she had prior to being placed on the reemployment list. The individual shall receive a salary that is closest to the salary she was receiving at the time she went on the reemployment list.

**Section 4. Leave of Absence Without Pay.** Leave of absence without pay may be granted on approval of the Library Director for a period of time not to exceed one (1) month or for a period not to exceed one (1) year upon recommendation of the Library Director and approval by the General Manager or his/her designee. Employees may only request leave

without pay after they have exhausted all accrued leave for which they are eligible to use. Requests for such leave shall be made in writing to the Library Director and shall include a statement of the reasons therefore and of the length of leave requested. During the period of a leave without pay, except for military leave to meet Reserve or National Guard obligations, the employee shall not be credited for length of service and not be credited with time for purposes of meeting the requirements of seniority, accruing sick leave nor accruing vacation time. The Library Director may reinstate an employee from a leave of absence without pay to the position formerly held by him, if it is vacant. If the position is not vacant, he may be reemployed in any position of a comparable nature for which he is qualified that is vacant. If no such position is vacant or exists, he may, at his/her discretion, be placed on a reemployment list or placed in a position of a lower grade for which he is qualified provided such a position is vacant until a position of his/her former grade becomes available. Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of absence. Any vacation time due an employee at the time of taking a leave of absence without pay may be paid at that time. Authorized leaves of absences for one (1) month or less will not be used as a basis of reducing an employee's benefits.

**Section 5. Temporary Limited Duty.** An employee who is on authorized leave due to temporary illness or injury, personal or work-connected, which is expected to last longer than ten (10) working days, shall, in a timely manner, present to his/her physician the Temporary Limited Disability (TLD) explanation package and release form attached to this Contract as Appendix D. The employee shall request that his/her physician complete the release forms as soon as the employee is capable of performing temporary limited duty or has reached maximum medical improvement, whichever occurs earlier. The completed release form should be submitted to the Library Director as soon as possible after completion by the treating physician and, after concurrence by the Town's physician, the employee shall be required to return to a TLD assignment within the Library if release for such work is indicated on the form. The nature of the assignment and duration shall be at the discretion of the Library Director, taking into consideration the temporary physical restrictions of the employee as identified by the treating physician.

The intent of this provision is to permit the return to work as soon as is medically possible of employees who are affected, as set forth in the above paragraph. Employees shall make every effort to encourage their treating physician to allow them to return to work at the earliest possible time. Nothing herein shall affect the Town's rights under applicable Workers' Compensation Statutes. Further, the parties understand that TLD assignments are assignments other than normal duties, and it is not the intent that said assignments are to be of a make-work or permanent nature. Employees who at any time are determined to be unable to perform the essential functions of their position on a permanent basis shall not be eligible to receive or continue to receive a TLD assignment.

Employees on a TLD assignment who would otherwise be eligible to receive Workers' Compensation payments shall have such time on said assignment count toward eligibility to

receive Supplemental Workers' Compensation payments as provided for in this Article XIII, Section 1.A.

#### **ARTICLE XIV - WORK BY MANAGEMENT**

**Section 1.** Management personnel, except for the Assistant Library Director and Librarian III, shall not normally undertake bargaining unit work but shall be permitted to undertake such work in the case of emergencies to be defined as operational difficulties involving either equipment or personnel, or where the shortage of personnel dictates that Management personnel must do the work to get a task done for training purposes or the introduction of new programs.

#### **ARTICLE XV – SAFETY**

**Section 1.** Both the Union and the Town recognize the importance of maintaining optimum safety and health standards. Toward this end, the Union pledges to cooperate with the Town in encouraging employees to observe all safety regulations as set forth by the Town and to work in a safe manner. One member of the Union shall be appointed a member of the Town Safety Committee.

#### **ARTICLE XVI - EMPLOYEE DISCIPLINE**

**Section 1.** The tenure of every employee shall be conditioned on good behavior and the satisfactory performance of his/her duties.

**Section 2.** All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which the action is being taken and shall be for just cause. Disciplinary actions may include:

- a. Verbal warning;
- b. Written warning;
- c. Suspension without pay for a period not to exceed thirty (30) days;
- d. Demotion;
- e. Discharge;

and may not necessarily follow in that order, depending upon the nature of the charge.

**Section 3.** Whenever disciplinary action of suspension or greater is taken, the Library Director shall immediately furnish the employee, and the President of the Union, in writing,

a statement of the reasons for such action and the period of time for which any such suspension is to be effective.

**Section 4.** Any disciplinary action imposed upon a post-probationary employee may be processed as a grievance through the grievance procedure covered under Article XVII.

**Section 5.** If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. An employee, when addressing management, should do so in a manner that will not embarrass the employer before other employees or the public.

**Section 6.** All disciplinary records will be withdrawn from an employee's personnel file after three (3) years so long as there has been no disciplinary action taken against the employee during the time period.

## **ARTICLE XVII - GRIEVANCE PROCEDURE**

**Section 1.** The purpose of this procedure is to provide an orderly method for adjusting grievances. Grievances arising out of matters covered by this Agreement will be processed in the following manner at the request of either party.

### **Step One**

Any post-probationary employee who has a grievance shall reduce the grievance to writing and shall submit the grievance to the Library Director or his/her designee at the Library within ten (10) working days of the date of occurrence. The Library Director or his/her designee shall use his/her best efforts to settle the dispute and render his/her decision in writing to the aggrieved employee and his/her representative within five (5) working days of receipt of the grievance. The written grievance must include:

- a. A statement of the grievance and facts involved.
- b. The alleged violation of the specific provision of the Agreement.
- c. The remedy requested.

### **Step Two**

If the matter is still unsettled, the employee or his/her representative may, within fifteen (15) working days of the Step One answer, present the written grievance submitted in Step One to the General Manager or his/her designee for further review. A copy of the grievance shall be submitted to the Union. Within twenty-one (21) working days from the date the matter is presented to him/her, the General Manager or his/her designee shall arrange a meeting with the grievant and his/her Union representative to review the facts for the



purpose of resolving the dispute. The General Manager or his/her designee shall render a decision within fourteen (14) working days after the day of the meeting.

### **Step Three**

If the matter is still unsettled, the Union may, within thirty (30) working days of the Step Two answer, submit the grievance to the State Board of Mediation and Arbitration for a hearing. The decision of the State Board of Mediation and Arbitration shall be final and binding on both parties.

**Section 2.** Grievances arising out of disputes and consultations on any questions arising out of the employer/employee relationship not covered by this Agreement may be processed through Steps One, Two and Three of the grievance procedure with the Step Three answer being final and binding upon both parties.

**Section 3.** Two members of the Union shall be designated as the Union Grievance Committee and shall be afforded the necessary amount of time, without loss of pay, for the purpose of adjusting grievances. The Union shall provide the names of the Union Grievance Committee to the Library Director at his/her request. The Union shall also establish a Grievance Screening Committee, which shall screen all grievances prior to said grievances being presented to Management in accordance with Step Three above.

**Section 4.** No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement. The arbitrator shall be limited to the terms of this Agreement and shall not have the power to modify, amend or delete any terms or provisions of this Agreement.

**Section 5.** The services of the AFSCME Council 4 Representative shall be available to the grievant on any step of the grievance procedure.

**Section 6.** Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at any step should be considered as a maximum and every effort should be made to expedite the process. The time limit at Step One may be extended by mutual agreement, in writing, of the Library Director and the Union; the time limits in Steps Two and/or Three, which may be extended by mutual agreement, in writing, of the Town Manager or his/her designee and the Union. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved employee to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance of the decision rendered.

**Section 7.** The Union shall have the right to grieve through Step Two of the grievance process any promotion or transfer which they allege was made on an arbitrary, capricious or discriminatory manner. The burden of proof shall be on the Union.

## **ARTICLE XVIII - WAGES**

**Section 1.** Wage increases during the term of this Agreement shall be as follows:

- A. Effective and retroactive to July 1, 2011, for those employees on the payroll as of the effective date of this Agreement, wages shall be increased by one and one-half percent (1.5%).
- B. Effective July 1, 2012, wages shall be increased by one and one-half percent (1.5%).
- C. Effective July 1, 2013, wages shall be increased by one and one-half percent (1.5%).

**Section 2.** All employees who have been in their classification for at least one (1) year may, if they have performed the duties of their position satisfactorily as determined by the Library Director, advance to the next grade of their classification on the first day of the second pay period in January, with such grade advancements being made in accordance with the provisions contained herein. Those employees who have not been in their classification for one (1) year as of the date of grade advancements as identified herein, may advance to the next grade of their classification on the anniversary date of their employment or on the anniversary date of their promotion to a new classification within the Library if they have performed the duties of their position satisfactorily as determined by the Library Director.

**Section 3.** Each employee hired prior to January 1, 2001 who qualifies shall receive longevity pay in accordance with the following schedule:

10 years	\$200
15 years	\$300
20 years	\$500

Longevity payments shall be made in two installments - November and May of each year.

Employees hired on or after January 1, 2001 shall not be eligible to receive the benefits described in this section.

**Section 4.** An individual assigned to a higher classification than his/her own for a period exceeding three (3) weeks shall be paid in accordance with said higher classification after the third week. The employee shall be placed on the first step of the higher classification, which grants an increase in pay. This provision does not apply when one fills in for someone on vacation. During that period of coverage, an employee will receive his/her regular pay for the entire period of coverage.

**Section 5.** Any employee taking college courses which, in the sole discretion of the Library Director, directly relate to the employee's current assignments shall be eligible to be

reimbursed for seventy-five percent (75%) of the cost of the course and books when the school and course or courses are approved in writing by the Library Director in advance and the employee receives a "C" or better ("B" or better for graduate work) in such approved course. Notification of intent to take such course(s) and request for approval must be made with enough advance notice so that money can be properly budgeted. If said notice is not provided in a timely fashion, reimbursement may be delayed until the following fiscal year. Employees who leave the Town's employ, for any reason, within three (3) years of being reimbursed under this Section, shall have deducted from any payout for which the employee is eligible under Article XII, the amount of reimbursement they have received within said three-year period under this Section. Any employee who is not eligible to receive payouts shall be required to repay all tuition reimbursement received if the employee leaves the Town's employ for any reason other than layoff within three (3) years of being reimbursed under this Section. Authorization to deduct monies from final pay will be sought from the employee and/or payments shall be made by the employee directly to the Town on a mutually agreed schedule.

## **ARTICLE XIX – INSURANCE AND PENSION**

### **Section 1.**

#### **A. Health Insurance.**

The Town shall provide and pay for the following health insurance for each full-time employee and each regular part-time employee who works more than 25 hours per week, and his/her dependents, as provided herein:

1. For employees hired prior to January 1, 2002:
  - a. A Preferred Provider Option ("PPO") Plan, with in- network and out-of-network options, as summarized in Appendix E. The employee shall contribute ten percent (10%) of the cost of this insurance benefit through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code.
  - b. A non-gatekeeper Point of Service ("POS") Plan, with in-network and out-of network options, as summarized in Appendix E. The employee shall contribute the following to the cost of this insurance benefit through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code:

Prior to 1/1/12	five percent (5%)
Effective 1/1/12	six percent (6%)
Effective 7/1/12	seven percent (7%)
Effective 7/1/13	eight percent (8%)

- c. A gatekeeper Point of Service (“POS”) Plan, with in-network and out-of network options, as summarized in Appendix E. The employee shall contribute the following to the cost of this insurance benefit through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code:

Prior to 1/1/12	five percent (5%)
Effective 1/1/12	six percent (6%)
Effective 7/1/12	seven percent (7%)
Effective 7/1/13	eight percent (8%)

- d. An HMO plan, with in-network coverage only, as summarized in Appendix E. The employee shall contribute the following to the cost of this insurance benefit through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code:

Prior to 1/1/12	five percent (5%)
Effective 1/1/12	six percent (6%)
Effective 7/1/12	seven percent (7%)
Effective 7/1/13	eight percent (8%)

- e. One of the following dental plans:

- (i) A Full Service Dental Plan for employees hired prior to September 25, 2001. Such employees hired prior to June 1, 1996, shall be eligible to receive, for themselves only, Rider A of said Plan.
- (ii) For employees hired on or after September 25, 2001, a 90/10 dental plan, which requires that the employee pay ten percent (10%) of the cost of services. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, ten percent (10%) per year of the cost of this insurance benefit.

2. For employees hired on or after January 1, 2002 and prior to July 1, 2004:

- a. A non-gatekeeper Point of Service (“POS”) Plan, with in-network and out-of network options, as summarized in Appendix E. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, ten percent (10%) per year of the cost of this insurance benefit plus the difference between the cost of this plan and the gatekeeper POS plan, if any.

- b. A gatekeeper Point of Service (“POS”) Plan, with in-network and out-of network options, as summarized in Appendix E. The employee shall contribute the following to the cost of this insurance benefit through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code:

Prior to 1/1/12	five percent (5%)
Effective 1/1/12	six percent (6%)
Effective 7/1/12	seven percent (7%)
Effective 7/1/13	eight percent (8%)

- c. An HMO plan, with in-network coverage only, as summarized in Appendix E. The employee shall contribute the following to the cost of this insurance benefit through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code:

Prior to 1/1/12	five percent (5%)
Effective 1/1/12	six percent (6%)
Effective 7/1/12	seven percent (7%)
Effective 7/1/13	eight percent (8%)

- d. A 90/10 dental plan, which requires that the employee pay ten percent (10%) of the cost of services. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, ten percent (10%) per year of the cost of this insurance benefit.

3. For employees hired on or after July 1, 2004:

- a. A non-gatekeeper Point of Service (“POS”) Plan, with in-network and out-of network options, as summarized in Appendix E. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, eighteen percent (18%) per year of the cost of the insurance benefit plus the difference between the cost of this plan and the Gatekeeper POS plan, if any.
- b. A gatekeeper Point of Service (“POS”) Plan, with in-network and out-of network options, as summarized in Appendix E. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, fifteen percent (15%) per year of the cost of this insurance benefit.
- c. An HMO plan, with in-network coverage only, as summarized in

Appendix E. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, twelve percent (12%) per year of the cost of the insurance benefit.

- d. A 90/10 dental plan, which requires that the employee pay ten percent (10%) of the cost of services. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, ten percent (10%) per year of the cost of this insurance benefit.

B. Waiver of Health Insurance.

An employee may elect to waive the health insurance coverage of this Section, provided that the employee provides proof that he or she has alternative coverage. The option to waive coverage must be elected at the time of the annual open enrollment, on such form as the Town shall provide. An employee who waives coverage shall not be required to contribute toward the cost of the health insurance benefit during the period of the waiver of coverage. If an employee is eligible to re-enroll in the health insurance plan, the employee shall be required to pay the same cost sharing as other employees and, in addition, five hundred dollars (\$500) annually for that number of years the employee was not enrolled in the plan. An employee who waives health insurance coverage shall be eligible to re-enroll only as follows:

- 1) during an open enrollment; or
- 2) upon the occurrence of a qualifying event as defined by law, and submission of documentation to the Town of such qualifying event.

**Section 2. Life Insurance.** The Town shall provide and pay for \$30,000 group life insurance for each regular full time and each regular part-time employee. An additional \$20,000 of group life insurance may be purchased at the employee's expense. The Town shall provide and pay for Accidental Death and Dismemberment coverage in the principal sum of \$10,000 and an additional \$10,000 coverage in the event of accidental death.

**Section 3. Health and Life Insurance for Part-time Employees.** Regular part-time employees hired after July 1, 1990, who work twenty-five (25) hours per week or less shall pay one-half (½) of the cost of the insurances identified in Sections 1 and 2 of this Article.

**Section 4. Retiree Insurance.**

A. Eligibility.

1. Defined Benefit Plan Participants:

Retiree medical insurance shall only be available to employees who have been employed by the Town/Library for at least fifteen (15) consecutive years prior to retirement. Those regular full-time or regular part-time employees who had been employed by the Library/Town for more than five (5) years as of July 1, 1995, shall continue under the rule then in effect which requires that they have been employed full-time for a minimum of ten (10) consecutive years in order to be eligible to receive retiree's health insurance benefits.

2. Defined Contribution Plan Participants:

- a. An eligible employee who was participating in the Defined Contribution Plan on or prior to June 30, 2004, will be eligible for retiree health insurance if, at the time of retirement, the employee has reached age 55 and has at least fifteen (15) years of service..
- b. Defined Contribution Plan Participants hired on or after or transferring into the Plan on or after July 1, 2004, will continue to be eligible for retiree health insurance benefits through the Rule of 80-equivalency test.

B. Health Insurance Coverage Prior to Age 65.

1. For Employees Hired Prior to July 1, 1995:

Employees hired prior to July 1, 1995 and who retire early after July 1, 1996, shall be eligible to receive retiree health benefits for themselves and their spouse of record at the time of retirement until the retiree's death, provided they pay fifty percent (50%) of the cost of the spousal benefit.

Employees hired prior to July 1, 1995, who receive a normal, special or disability pension, shall continue to be eligible to receive health benefits for themselves and their spouses of record at the time of retirement until the retiree's death. Such employees shall be required to co-pay for retiree health insurance in the same amount as active employees at the time of their retirement, except that regular part-time employees hired on or after July 1, 1990 work 25 hours or less per week shall pay one-half of the cost of retiree insurance.

Employees who were within ten (10) years of retirement as of January 1, 2000, shall have their employee contributions fixed at the yearly contribution rates in effect at the time of their retirement.

Spousal coverage shall cease upon the retiree's death.

2. For Employees Hired on or after July 1, 1995 and Prior to July 1, 2001:

Employees hired on or after July 1, 1995 and prior to July 1, 2001, who are eligible for retiree coverage and who are under 65, shall be eligible to receive, for the individual retiree only, the medical insurance coverage offered to active employees, and shall pay the same premium cost sharing required of active employees, except that retirees electing the PPO Plan shall pay fifty percent (50%) of the premium cost and except that regular part-time employees hired on or after July 1, 1990 work 25 hours or less per week shall pay one-half of the cost of retiree insurance.

Employees who were within ten (10) years of retirement as of January 1, 2000, shall have their employee contributions fixed at the yearly contribution rates in effect at the time of their retirement.

3. For Employees Hired On or After July 1, 2001:

Employees hired on or after July 1, 2001, who subsequently retire will be eligible for the retiree only to receive the POS Plan offered to active employees and shall pay the same premium cost sharing required of active employees, except that regular part-time employees hired on or after July 1, 1990 work 25 hours or less per week shall pay one-half of the cost of retiree insurance.

C. Health Insurance Coverage After Retiree Reaches Age 65.

1. The Town shall provide and pay for the employee (and spouse of record at the time of retirement if the employee's hire date makes the retiree eligible for spousal coverage) supplemental Medicare coverage for those over sixty-five (65) years of age. If the retiree is eligible for spousal coverage, such spousal coverage shall cease upon the death of the employee.
2. Employees shall contribute toward the cost of supplemental Medicare coverage the same percentage figure that they were contributing for health insurance prior to reaching age sixty-five (65), except that regular part-time employees hired on or after July 1, 1990 work 25 hours or less per week shall pay one-half of the cost of this coverage. In addition, retirees shall pay the differential cost for any improvements made to the supplemental Medicare coverage for that calendar year.

D. Life Insurance.



The Town shall provide life insurance in the amount of six thousand dollars (\$6,000) for the retired employee who retires on or after July 1, 2001.

**Section 5. Change of Carrier.**

All employee insurances referred to in this Section shall be those specifically named or similar benefits and co-pay arrangements provided through alternative health insurance benefit carrier provided that the size of service network offered must be at least seventy-five percent (75%) of that currently offered. The following will be excluded in determining whether a plan is similar or not: out-of-state reciprocal arrangements for routine care (non-emergencies) for POS and other HMO platforms, claims processing and payment methods and plan documents definitions and language.

**Section 6. Cost Containment.**

The Town reserves the right to initiate cost-containment measures relative to insurance coverage so long as the basic level of insurance benefits remain substantially similar to the conventional insurance coverage.

**Section 7. Flexible Spending Account (FSA) Plan:**

The Town shall make available to bargaining unit employees the opportunity to participate in the Town's "Flexible Spending Account Plan". This Plan allows pre-tax dollars to be set aside into an account for employees (administered by a third party) to be used toward medical or daycare expenses.

**Section 8. Pension:**

Pension rights shall continue to be governed by the Town Pension Ordinance. This Agreement acknowledges that the parties have agreed to modifications of said Ordinance by the Town's Board of Directors, which modifications shall provide as follows:

A. Employees Hired Prior to July 1, 2004.

1. Defined Benefit Plan Contributions.

Employees eligible for the Defined Benefit Plan shall contribute 5.9 percent of their pay to the Plan.

2. Defined Contribution Plan.

All Defined Contribution Plan participants will have the Town and Employee contributions fixed at six percent (6%). Such employees may elect additional contributions to the extent allowed by law.

B. Employees Electing the Defined Contribution Plan and Employees Hired On or After July 1, 2004:

1. Employees hired on or after September 1, 2000 and prior to July 1, 2004 had a one-time irrevocable election to join the Defined Contribution Plan in lieu of the Defined Benefit Plan.
2. Employees hired on or after July 1, 2004 will be eligible for the Defined Contribution Plan only and not the Defined Benefit Plan.

**ARTICLE XX - HEALTH**

**Section 1.** The Town shall provide, free of charge to Library employees, medical injections for the prevention of the flu as long as serum is available and costs do not become prohibitive.

**ARTICLE XXI - ENTIRE AGREEMENT**

**Section 1.** The foregoing constitutes an entire Agreement between the parties. The Agreement may not be reopened for changes in its items or additions of new subject matter except by mutual agreement.

**ARTICLE XXII - SAVINGS CLAUSE**

**Section 1.** Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree, where applicable, to negotiate a substitute for the invalidated Article, Section, or portion thereof.

**ARTICLE XXIII - DURATION**

**Section 1.** This Agreement shall be effective as of the first day of July 2011, except as otherwise noted herein, and shall remain in full force and effect through the thirtieth (30<sup>th</sup>) day of June, 2014.

**SIGNATURES**

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 12<sup>th</sup> day of March, 2012.

**TOWN OF MANCHESTER**

**MANCHESTER LIBRARY UNION,  
LOCAL 991, AFSCME**

By

Scott Shanley  
Scott Shanley  
Its General Manager

By

Thomas R. Stough 3-12-12  
Thomas R. Stough  
Its President

Dede Moore  
Dede Moore  
Its Director of Administrative  
Services

Teresa W. Carter  
Teresa W. Carter  
Its Vice President

Norma J. Nevers  
Norma J. Nevers  
Negotiating Committee

**APPENDIX A**  
**SALARY SCHEDULES**  
**July 1, 2011 through June 30, 2012**

Job Class Code	GRADE	STEP	HOURLY	HOURS PER	BI-WEEKLY	ANNUAL
T336 LIBRARY ASSISTANT	515	1	17.6719	37.50	1,325.39	34,460.27
	515	2	18.4633	37.50	1,384.75	36,003.62
	515	3	19.3041	37.50	1,447.81	37,642.96
	515	4	20.1779	37.50	1,513.34	39,346.89
T338 LIBRARY TECH 1	521	1	21.8756	37.50	1,640.67	42,657.50
	521	2	22.8485	37.50	1,713.64	44,554.58
	521	3	23.8868	37.50	1,791.51	46,579.27
	521	4	24.9747	37.50	1,873.10	48,700.54
T339 LIBRARY TECH 2	525	1	22.9804	37.50	1,723.53	44,811.69
	525	2	24.0187	37.50	1,801.40	46,836.40
	525	3	25.0899	37.50	1,881.74	48,925.35
	525	4	26.2276	37.50	1,967.07	51,143.86
	525	5	27.3983	37.50	2,054.87	53,426.62
T521 LIBRARY PARAPROFESSIONAL	530	1	24.8265	37.50	1,861.99	48,411.74
	530	2	25.9476	37.50	1,946.07	50,597.92
	530	3	27.1097	37.50	2,033.23	52,864.07
	530	4	28.3377	37.50	2,125.33	55,258.46
	530	5	29.6076	37.50	2,220.57	57,734.70
T340 LIBRARIAN 1	535	1	26.6729	37.50	2,000.47	52,012.26
	535	2	27.8761	37.50	2,090.71	54,358.39
	535	3	29.1291	37.50	2,184.68	56,801.79
	535	4	30.4479	37.50	2,283.59	59,373.33
	535	5	31.8161	37.50	2,386.21	62,041.51
T884 LIBRARIAN 2	541	1	30.1181	37.50	2,258.86	58,730.28
	541	2	31.4865	37.50	2,361.49	61,398.71
	541	3	32.9043	37.50	2,467.82	64,163.43
	541	4	34.3715	37.50	2,577.86	67,024.40
	541	5	35.9207	37.50	2,694.05	70,045.29

**July 1, 2012 through June 30, 2013**

<u>Job Class Code</u>	<u>GRADE</u>	<u>STEP</u>	<u>HOURLY</u>	<u>HOURS PER</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
T336 LIBRARY ASSISTANT	515	1	17.9371	37.50	1,345.28	34,977.17
	515	2	18.7404	37.50	1,405.53	36,543.67
	515	3	19.5936	37.50	1,469.52	38,207.60
	515	4	20.4805	37.50	1,536.04	39,937.09
T338 LIBRARY TECH 1	521	1	22.2037	37.50	1,665.28	43,297.36
	521	2	23.1912	37.50	1,739.34	45,222.90
	521	3	24.2451	37.50	1,818.38	47,277.96
	521	4	25.3492	37.50	1,901.19	49,431.05
T339 LIBRARY TECH 2	525	1	23.3251	37.50	1,749.38	45,483.87
	525	2	24.3789	37.50	1,828.42	47,538.95
	525	3	25.4663	37.50	1,909.97	49,659.23
	525	4	26.6211	37.50	1,996.58	51,911.02
	525	5	27.8092	37.50	2,085.69	54,228.02
T521 LIBRARY PARAPROFESSIONAL	530	1	25.1989	37.50	1,889.92	49,137.92
	530	2	26.3368	37.50	1,975.26	51,356.89
	530	3	27.5164	37.50	2,063.73	53,657.03
	530	4	28.7628	37.50	2,157.21	56,087.34
	530	5	30.0516	37.50	2,253.87	58,600.72
T340 LIBRARIAN 1	535	1	27.0731	37.50	2,030.48	52,792.44
	535	2	28.2943	37.50	2,122.07	55,173.77
	535	3	29.5660	37.50	2,217.45	57,653.82
	535	4	30.9045	37.50	2,317.84	60,263.93
	535	5	32.2935	37.50	2,422.01	62,972.13
T884 LIBRARIAN 2	541	1	30.5699	37.50	2,292.74	59,611.23
	541	2	31.9588	37.50	2,396.91	62,319.69
	541	3	33.3979	37.50	2,504.84	65,125.88
	541	4	34.8871	37.50	2,616.53	68,029.77
	541	5	36.4595	37.50	2,734.46	71,095.97

**July 1, 2013 through June 30, 2014**

<u>Job Class Code</u>	<u>GRADE</u>	<u>STEP</u>	<u>HOURLY</u>	<u>HOURS PER</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
T336 LIBRARY ASSISTANT	515	1	18.2060	37.50	1,365.45	35,501.83
	515	2	19.0215	37.50	1,426.61	37,091.83
	515	3	19.8876	37.50	1,491.57	38,780.71
	515	4	20.7877	37.50	1,559.08	40,536.15
T338 LIBRARY TECH 1	521	1	22.5368	37.50	1,690.26	43,946.82
	521	2	23.5391	37.50	1,765.43	45,901.24
	521	3	24.6088	37.50	1,845.66	47,987.13
	521	4	25.7295	37.50	1,929.71	50,172.52
T339 LIBRARY TECH 2	525	1	23.6749	37.50	1,775.62	46,166.13
	525	2	24.7447	37.50	1,855.85	48,252.03
	525	3	25.8483	37.50	1,938.62	50,404.12
	525	4	27.0204	37.50	2,026.53	52,689.69
	525	5	28.2264	37.50	2,116.98	55,041.44
T521 LIBRARY PARAPROFESSIONAL	530	1	25.5769	37.50	1,918.27	49,874.99
	530	2	26.7319	37.50	2,004.89	52,127.24
	530	3	27.9292	37.50	2,094.69	54,461.89
	530	4	29.1941	37.50	2,189.56	56,928.65
	530	5	30.5024	37.50	2,287.68	59,479.73
T340 LIBRARIAN 1	535	1	27.4792	37.50	2,060.94	53,584.33
	535	2	28.7187	37.50	2,153.90	56,001.38
	535	3	30.0096	37.50	2,250.72	58,518.63
	535	4	31.3681	37.50	2,352.61	61,167.89
	535	5	32.7779	37.50	2,458.34	63,916.71
T884 LIBRARIAN 2	541	1	31.0284	37.50	2,327.13	60,505.40
	541	2	32.4381	37.50	2,432.86	63,254.49
	541	3	33.8988	37.50	2,542.41	66,102.77
	541	4	35.4104	37.50	2,655.78	69,050.22
	541	5	37.0064	37.50	2,775.48	72,162.41

## **APPENDIX B**

### **USE OF PART-TIME AND TEMPORARY EMPLOYEES**

The Library may employ part-time or temporary employees to perform bargaining unit work, provided the use of the employees does not cause a reduction of overtime significantly below customary levels. The parties agree to language as outlined in the attached side letter. Should the Town determine that it is in their best interest to reduce the number of bargaining unit personnel below current levels by means of layoff or reduce overtime significantly below customary levels, then prior to such action being taken the temporary or part-time employees referenced in this section shall be terminated. During the contract year July 1, 1999-June 30, 2000 the Library agrees that it will not expend more than Fifty Thousand Dollars (\$50,000) to employ such part-time or temporary employees. This amount shall be increased each July 1 by the percentage increase in the preceding fiscal year's circulation rate as reported to the State Library.

Effective July 1, 2001 existing Library Tech II's shall be upgraded to the paraprofessional classification, provided the employees meet the minimum qualifications for the paraprofessional classification. Employees shall go to the first step in the new range which provides for an increase in pay. July 1 shall be considered the employee's anniversary date for future step increases. Employees who do not meet the paraprofessional qualifications on July 1, 2001 shall be upgraded to the paraprofessional position at the start of the next fiscal year following receipt of the educational requirements for the paraprofessional position.

## **APPENDIX C**

### **POLICY ON DRUG AND ALCOHOL ABUSE**

This Policy on Drug and Alcohol Abuse is designed to provide for a work environment free of drug and alcohol use and to help employees with substance abuse problems. The policy, developed after careful review of the latest medical information, the policies and experiences of other employers, and the legal considerations, is as follows:

1. The use, manufacture, sale, possession, dispensing or distribution of illegal substances or the abuse of legal drugs and/or use of alcohol while at work is prohibited.
2. Alcohol may not be brought or consumed on any Town property, including Town vehicles, unless specifically authorized by the Town Board of Directors.
3. The Town, upon initial notice of a drug/alcohol abuse problem will normally offer assistance to the employee for the treatment of such problem through the Employee Assistance Program. We encourage employees with a substance abuse problem to avail themselves of this help before disciplinary action becomes necessary. Employees who successfully complete a rehabilitation program, who remain substance free, shall not place their employment in jeopardy. Employees who are in recovery are expected to maintain satisfactory job performance and remain committed to a rehabilitation plan. Nothing herein prevents the Town from immediately terminating an employee based on the severity of the incident.
4. Because our purpose is to serve the residents of the Town, it is essential that all employees report to work in the best possible physical condition. Being under the influence of alcohol or drugs while at work is strictly prohibited.
5. Criminal arrest for drug-related offenses occurring during non-working hours, in general, will not constitute grounds for discipline unless the offense is confirmed by criminal conviction. However, arrest may be grounds for other appropriate action, including, but not limited to, temporary transfer and/or enrollment in a Library-approved drug treatment program.
6. The legal use of prescribed drugs is permitted on the job if such use does not impair the employee's ability to work safely and does not endanger other employees. Employees must keep all prescribed medicine in the original container which identifies the drug, date of prescription, dosage and prescribing physician and must notify the Town's Health Department of the nature of the prescribed drug and any limitation associated with its usage.

Violations of any of these policies, or refusing to participate in any aspect of the program as outlined, may lead to disciplinary action, up to and including termination.



## **APPENDIX D**

### **TEMPORARY LIMITED DISABILITY (TLD) EXPLANATION PACKAGE**

The temporary limited duty explanation (TLD) package includes the following:

- a) Doctor's evaluation form, filled out and signed by the employee.
- b) The current job description of the employee.

The purpose of the TLD package is to provide the treating physician with correct information as to the present duties of the employee. The response of the treating physician will be evaluated; and if the physician has indicated that the employee is temporarily not able to return to his regular position but is physically able to perform temporary limited-duty assignments, he/she will be required to report for limited duty, subject to the determination of his/her supervisor as to the department's needs. TLD assignments shall to the extent possible be related to the type of work normally performed by the employee.

TLD assignments are temporary and will be discontinued if any of the following occur:

- (a) The treating physician returns the employee to full duty with no restrictions.
- (b) The treating physician temporarily prohibits the employee from continuing with a limited-duty assignment.
- (c) There are no longer available tasks within the Department that will accommodate the employee's capabilities and restrictions.
- (d) The treating physician indicates that the employee has reached maximum medical improvement and will not be able to return to his prior position.
- (e) An employee has been on temporary limited duty for a period of six (6) months. (The six-month period may be extended at the discretion of the General Manager or his/her designee.) The General Manager or his/her designee will be sole determinant for ruling on the extension of the six-month period.

DOCTOR'S FORM

WORK FITNESS EVALUATION

The Town of Manchester requests that the information below be completed by the attending physician pertinent to the capabilities of our employee as a result of his/her illness or injury which occurred on \_\_\_\_\_.

A description of a significant physical requirement implicit in this employee's job description is attached for your review in order to determine if

- (a) The employee can return to work with no restrictions to performance of his duties.
- (b) The employee can return to work with specific limitations as identified in the attached Doctor's Certificate.
- (c) The employee may not return to work until release from doctor's care.
- (d) Employee has reached maximum medical improvement and physical restrictions preclude the employee from being able to return to his prior position.

If there are any questions on the employee's job responsibilities, please call the employee's department and speak to \_\_\_\_\_ at \_\_\_\_\_.  
(Supervisor)

DOCTOR'S CERTIFICATE FOR WORK AUTHORIZATION

Employee's name: \_\_\_\_\_

Employee's occupation/job title: \_\_\_\_\_

Physician name: \_\_\_\_\_

Date of exam/treatment: \_\_\_\_\_  
month/day/year/hour

Date of accident: \_\_\_\_\_

Nature of injury/diagnosis:

\_\_\_\_\_  
\_\_\_\_\_

Treatment administered: \_\_\_\_\_

Medication prescribed: \_\_\_\_\_

How long have you been the treating physician: \_\_\_\_\_

Restriction on employee's activities:

\_\_\_\_\_  
\_\_\_\_\_

After reviewing the job description and examples of limited-duty tasks, employee can:

(a) Return to normal duties with no restrictions: yes ☐ no ☐

(b) Can return to work and perform tasks similar to those checked on the form  
entitled "Examples of Limited-Duty Tasks": yes ☐ no ☐

(c) Cannot return to work performing any task until release from doctor's care:  
yes ☐ no ☐

(d) Date employee can return to limited-duty work: \_\_\_\_\_  
m/d/y

(e) Expected date at which time the employee can return to full duty: \_\_\_\_\_  
m/d/y

(f) Next follow-up visit scheduled: \_\_\_\_\_  
m/d/y

I, \_\_\_\_\_, hereby authorize release of the above information and any medical records and information related to the above request to the Town of Manchester and its authorized representatives.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Examining Physician

\_\_\_\_\_  
Date

## APPENDIX E

### HEALTH BENEFIT PLAN SUMMARIES

BENEFIT	OAP Preferred \$20	OAP Plus \$5	OAP \$5/10	OAP Basic
<b>Costshares</b>				
	In-Network services subject to copays Out-of-Network services subject to deductible and coinsurance \$20 Office Visit, \$75 Emergency Room, \$50 Outpatient Surgery  Deductible - \$250/\$500/\$750 Coinsurance - 70% to \$5000/\$10,000/\$15,000 \$1,750/ \$3,500/\$5,250 Oop Max  Lifetime Maximum In-Network - Unlimited Lifetime max out of network- Unlimited	In-Network services subject to copays Out-of-Network services subject to deductible and coinsurance \$5 Office Visit Copay \$75 Emergency Room Copay;  Deductible - \$250/\$750 Coinsurance - 80% to \$6,250/\$18.750 \$1,500/ \$4,500 OOP Max  Lifetime Maximum In-Network - Unlimited Lifetime Maximum Out-Of-Network -\$1,000,000	In-Network services subject to copays Out-of-Network services subject to deductible and coinsurance \$5 Office Visit Copay - PCP \$10 Office Visit Copay - Specialist \$75 Emergency Room Copay;  Deductible - \$250/\$750 Coinsurance - 80% to \$6,250/\$18.750 \$1,500/ \$4,500 OOP Max  Lifetime Maximum In-Network - Unlimited Lifetime Maximum Out-Of-Network -\$1,000,000	In-Network services subject to copays  \$5 Office Visit Copay - PCP \$5 Office Visit Copay - Specialist \$75 Emergency Room Copay;  Lifetime Maximum In-Network - Unlimited
<b>Preventive Care</b>				
Pediatric	In-network \$0 Copay	No Copay	No Copay	No Copay
Adult	\$20 Copay (1997 AAP)	No Copay	No Copay	No Copay
Vision	\$20 Copay Covered once every two years	No Copay Covered once every 24 months	No Copay Covered once every 24 months	No Copay Covered once every 24 months
Hearing	\$20 Copay Covered once every two years	No Copay Screening part of physical exam	No Copay Screening part of physical exam	No Copay Screening part of physical exam
Gynecological	\$20 Copay	No Copay	No Copay	No Copay
<b>Medical Services</b>				
Medical Office Visit	In Network \$20 Copay	\$5 Copay	\$5 Copay - PCP \$10 Copay - Specialist	\$5 Copay
Outpatient PT/OT/ST Chiro.	No Charge Per member per calendar year 60 Combined Days	\$5 Copay	\$10 Copay	\$5 Copay
Allergy Services	\$20 Copay for office visits and testing No copay for injections	\$5 Copay for office visits and testing No copay for injections	\$10 Copay for office visits and testing No copay for injections	\$5 Copay for office visits and testing No copay for injections
Diagnostic Lab & X-ray	Covered	Covered	Covered	Covered
Inpatient Medical Services	Covered	Covered	Covered	Covered
Surgery Fees	Covered	Covered	Covered	Covered
Office Surgery	Covered	Covered	Covered	Covered
Outpatient MH/SA	\$20 Copay per visit	\$5 copay per visit	\$10 copay per visit	\$5 copay per visit
<b>Emergency Care</b>				
Emergency Room	\$75 Copay (waived if admitted) Sudden and Serious guidelines	\$75 Copay (waived if admitted) Sudden & Serious Guidelines	\$75 Copay (waived if admitted) Sudden & Serious Guidelines	\$75 Copay (waived if admitted) Sudden & Serious Guidelines
Urgent Care	\$25 Copay	\$25 Copay	\$25 Copay	\$25 Copay
Ambulance	Covered	Covered	Covered	Covered

**APPENDIX E**  
**HEALTH BENEFIT PLAN SUMMARIES (CONTINUED)**

BENEFIT	OAP Preferred \$20	OAP Plus \$5	OAP \$5/10	OAP Basic
<b>Inpatient Hospital</b>				
General/Medical/ Surgical/Maternity (Semi-private)	Pre-cert only for Out-of-network Covered	Pre-cert only for Out-of-network Covered	Pre-cert only for Out-of-network Covered	Pre-cert only for Out-of-network Covered
Ancillary Services Medication, supplies	Covered	Covered	Covered	Covered
Psychiatric	Unlimited days	Unlimited days	Unlimited days	Covered
Substance Abuse/ Detox	Covered up to 45 days per cal. Year (90 partial)	Covered up to 45 days per cal. Year (90 partial)	Covered up to 45 days per cal. Year (90 partial)	Covered
Skilled Nursing/Rehabilitation Facility	Covered up to 180 days per calendar year	Covered up to 180 days per calendar year	Covered up to 180 days per calendar year	Covered up to 180 days per calendar year
Hospice	Covered	Covered	Covered	Covered
<b>Outpatient Hospital</b>				
Outpatient Surgery Facility Charges	In-network \$50 Copay	Covered (Prior Authorization Required)	Covered (Prior Authorization Required)	Covered (Prior Authorization Required)
Diagnostic Lab & X-ray	Covered	Covered	Covered	Covered
Pre-Admission Testing	Covered	Covered	Covered	Covered
<b>Other Services</b>				
Durable Medical Equipment	Covered	Covered	Covered	Covered
Prosthetics	Covered	Covered	Covered	Covered
Home Health Care	200 days per calendar year	Covered (Prior Authorization Required)	Covered (Prior Authorization Required)	Covered (Prior Authorization Required)
<b>Medco</b>				
Prescriptions	\$5/\$15/\$25 to \$1,000 maximum Three Tier Formulary RX Rider excess covered out of network	\$5/\$10/\$20 to unlimited maximum Three Tier Formulary RX Rider	\$5/\$15/\$25 to unlimited maximum Three Tier Formulary RX Rider	\$5/\$10/\$20 to unlimited maximum Three Tier Formulary RX Rider

**\*\* Some Services under the OAP Plus \$5, OAP \$5/10 and OAP Basic Plans are not covered Out of Network. For a list of services, please refer to your Employee Benefit Summary.**

**\*\*\* All plans are Non-Gatekeeper. No referrals are required.**

**STATE MANDATES** are excluded from the OAP Preferred \$20, OAP Plus \$5, and OAP \$5/10, but are included in the OAP Basic.

**INFERTILITY:** Coverage excludes GIFT, ZIFT and is subject to a \$5,000 lifetime maximum for OAP Plus \$5, OAP \$5/10, and OAP Basic: Unlimited for OAP Preferred \$20

**ELIGIBILITY:** Dependent children to age 25 for ALL plans; effective July 1, 2010 dependent children covered to age 26 for medical and prescription plans due to the passing of the Health Care Reform Act of March 30, 2010.

**APPENDIX E**  
**HEALTH BENEFIT PLAN SUMMARIES (CONTINUED)**

<b>BENEFIT</b>	<b>OAP Plus \$5</b>	<b>OAP \$5/10</b>	<b>OAP Basic</b>
<b>Costshares</b>	<p>In-Network services subject to copays  Out-of-Network services subject to deductible and coinsurance  \$5 Office Visit Copay  \$75 Emergency Room Copay;</p> <p>Deductible - \$250/\$750  Coinsurance - 80% to \$6,250/\$18.750  \$1,500/ \$4,500 OOP Max</p> <p>Lifetime Maximum In-Network - Unlimited  Lifetime Maximum Out-Of-Network - \$1,000,000</p>	<p>In-Network services subject to copays  Out-of-Network services subject to deductible and coinsurance  \$5 Office Visit Copay - PCP  \$10 Office Visit Copay - Specialist  \$75 Emergency Room Copay;</p> <p>Deductible - \$250/\$750  Coinsurance - 80% to \$6,250/\$18.750  \$1,500/ \$4,500 OOP Max</p> <p>Lifetime Maximum In-Network - Unlimited  Lifetime Maximum Out-Of-Network - \$1,000,000</p>	<p>In-Network services subject to copays</p> <p>\$5 Office Visit Copay - PCP  \$5 Office Visit Copay - Specialist  \$75 Emergency Room Copay;</p> <p>Lifetime Maximum In-Network - Unlimited</p>
<b>Preventive Care</b>			
Pediatric	No Copay	No Copay	No Copay
Adult	No Copay	No Copay	No Copay
Vision	No Copay Covered once every 24 months	No Copay Covered once every 24 months	No Copay Covered once every 24 months
Hearing	No Copay Screening part of physical exam	No Copay Screening part of physical exam	No Copay Screening part of physical exam
Gynecological	No Copay	No Copay	No Copay
<b>Medical Services</b>			
Medical Office Visit	\$5 Copay	\$5 Copay - PCP \$10 Copay - Specialist	\$5 Copay
Outpatient PT/OT/ST Chiro.	\$5 Copay	\$10 Copay	\$5 Copay
Allergy Services	\$5 Copay for office visits and testing No copay for injections	\$10 Copay for office visits and testing No copay for injections	\$5 Copay for office visits and testing No copay for injections
Diagnostic Lab & X-ray	Covered	Covered	Covered
Inpatient Medical Services	Covered	Covered	Covered
Surgery Fees	Covered	Covered	Covered
Office Surgery	Covered	Covered	Covered
Outpatient MH/SA	\$5 copay per visit	\$10 copay per visit	\$5 copay
<b>Emergency Care</b>			
Emergency Room	\$75 Copay (waived if admitted) Sudden & Serious Guidelines	\$75 Copay (waived if admitted) Sudden & Serious Guidelines	\$75 Copay (waived if admitted) Sudden & Serious Guidelines
Urgent Care	\$25 Copay	\$25 Copay	\$25 Copay
Ambulance	Covered	Covered	Covered

**APPENDIX E**  
**HEALTH BENEFIT PLAN SUMMARIES (CONTINUED)**

<b>BENEFIT</b>	<b>OAP Plus \$5</b>	<b>OAP \$5/10</b>	<b>OAP Basic</b>
<b>Inpatient Hospital</b>			
General/Medical/ Surgical/Maternity (Semi-private)	Pre-cert only for Out-of-network Covered	Pre-cert only for Out-of-network Covered	Pre-cert only for Out-of-network Covered
Ancillary Services Medication, supplies	Covered	Covered	Covered
Psychiatric	Unlimited days	Unlimited days	Covered
Substance Abuse/ Detox	Covered up to 45 days per cal. Year (90 partial)	Covered up to 45 days per cal. Year (90 partial)	Covered
Skilled Nursing/Rehabilitation Facility	Covered up to 180 days per calendar year	Covered up to 180 days per calendar year	Covered up to 180 days per calendar year
Hospice	Covered	Covered	Covered
<b>Outpatient Hospital</b>			
Outpatient Surgery Facility Charges	Covered (Prior Authorization Required)	Covered (Prior Authorization Required)	Covered (Prior Authorization Required)
Diagnostic Lab & X-ray	Covered	Covered	Covered
Pre-Admission Testing	Covered	Covered	Covered
<b>Other Services</b>			
Durable Medical Equipment	Covered	Covered	Covered
Prosthetics	Covered	Covered	Covered
Home Health Care	Covered (Prior Authorization Required)	Covered (Prior Authorization Required)	Covered (Prior Authorization Required)
<b>Medco</b>			
Prescriptions	\$5/\$10/\$20 to unlimited maximum Three Tier Formulary RX Rider	\$5/\$15/\$25 to unlimited maximum Three Tier Formulary RX Rider	\$5/\$10/\$20 to unlimited maximum Three Tier Formulary RX Rider

**\*\* Some Services under the OAP Plus \$5, OAP \$5/10 and OAP Basic Plans are not covered Out of Network. For a list of services, please refer to your Benefit Summary.**

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**ELIGIBILITY: Dependent children to age 25 for ALL plans; effective July 1, 2010 dependent children covered to age 26 for medical and prescription plans due to the passing of the Health Care Reform Act of March 30, 2010.**



## **SIDE LETTER**

### **ARTICLE IX, HOURS OF WORK, SECTION 4**

Effective September 2012, a pilot program will be implemented for all bargaining unit members to work their daytime schedule with an ending time of 5:00 p.m. as long as the set schedule results in no more than an average of two (2) additional overtime occurrences per month.

Meetings for review of the pilot programs will occur at the completion of the first three months (December 2012) and at the completion of six months. (March 2013).

If the parties mutually agree that the pilot program is determined to be a success, the program will continue for the September 2013 Master Schedule and the following language will be incorporated into Article IX, Hours of Work, Section 4 of the successor contract: On the days which the employees are not required to work until 9 p.m. their workday shall not extend beyond 5:00 p.m.

## **SIDE LETTER**

### **ARTICLE IX, HOURS OF WORK, SECTION 7b and 7c AND APPENDIX B**

From Monday through Thursday, from 5:00 p.m. to 9:00 p.m. the Library Director or his/her designee may call in non-bargaining unit part time employees first to replace non-bargaining unit part time employees.

Incorporation of this language into Article IX, Hours of Work, Sections 7b and 7c and Appendix B shall be subject to negotiations for any successor agreement.